

SUN LIFE ASSURANCE COMPANY OF CANADA

Policyholder: Theatrical and Stage Employees Health and Welfare Trust
Policy Number: 228615-001
Policy Effective Date: May 1, 2013
Policy Anniversary: May 1, 2014
Policy Amendment Effective Date: May 1, 2016

This Policy is delivered in Washington and is subject to the laws of that jurisdiction. Premiums are due and payable monthly on the first day of each month. Policy anniversaries will be annual beginning on May 1, 2014.

Sun Life Assurance Company of Canada (Sun Life) agrees to pay the benefits in accordance with all provisions provided by this Policy for Employee Life, Employee Accidental Death and Dismemberment and Short Term Disability Income Insurance. This Policy is issued in consideration of the Application of the Policyholder, a copy of which is attached, and continued payment of premiums by the Policyholder. The following pages including any Riders, Endorsements or Amendments are a part of this Policy.

For the purpose of effective dates and termination dates under this Policy, all days begin at 12:00 midnight and end at 11:59:59pm.

Signed at Sun Life's U.S. Headquarters, One Sun Life Executive Park, Wellesley Hills, MA 02481.



Dean A. Connor
President and Chief Executive Officer

READ YOUR POLICY CAREFULLY

Group Term Insurance Policy

Non-Participating

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Section I
Schedule of Benefits

ELIGIBLE CLASSES

All United States Union Members of Local No. 15 International Alliance of Theatrical Stage Employees in good standing for whom an Employer makes contributions to the Policyholder on the Employee's behalf and are credited with at least 90 hours of contributions per month.

WAITING PERIOD

Until the first day of the month following the Employee's completion of 180 hours within a 2 month period

Section I
Schedule of Benefits

EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

CLASSIFICATION

1 All Eligible Employees

CLASS	LIFE	AD&D
1	\$10,000	\$10,000

An Employee's amount of Life and Accidental Death and Dismemberment Insurance shown in the Schedule will reduce to 67% when he attains age 70 and to 50% when he attains age 75.

An Employee's Life and Accidental Death and Dismemberment Insurance terminates at the Employee's retirement.

Section I
Schedule of Benefits

SHORT TERM DISABILITY INCOME INSURANCE

CLASSIFICATION

- 1 All Eligible Employees
 - a. The **Benefit Percentage** is: 100% of Total Weekly Earnings.
 - b. The **Maximum Weekly Benefit** is: \$150.

Elimination Period

- None - for Injury, if Total or Partial Disability occurs within 72 hours after an accident
- 7 days - for Sickness and Total or Partial Disability that begin later than 72 hours after an accident

Maximum Benefit Period

13 Weeks

Section I
Schedule of Benefits

CONTRIBUTIONS

Employees will not contribute to the cost of their Employee Life, Employee Accidental Death and Dismemberment and Short Term Disability Income Insurance.

INITIAL MONTHLY PREMIUM RATES

Employee Life Insurance	Refer to Attachment A
Employee Accidental Death and Dismemberment Insurance	Refer to Attachment A
Short Term Disability Income Insurance	Refer to Attachment A

The initial monthly premium rates are guaranteed until April 30, 2014 for Short Term Disability Income Insurance and until April 30, 2016 for Employee Life Insurance and Employee Accidental Death and Dismemberment Insurance unless otherwise specified in Section VIII, Premiums. See Section VIII, Premiums for more information.

Section II Definitions

In this section Sun Life defines some basic terms needed to understand this Policy. All male terms include the female term, unless stated otherwise.

For purposes of this Policy:

Actively at Work means that an Employee performs all the regular duties of his job for a full work day scheduled by the Employer at the Employer's normal place of business or a site where the Employer's business requires the Employee to travel.

An Employee is considered Actively at Work on any day that is not his regular scheduled work day (e.g. vacation or holiday), provided the Employee was Actively at Work on his immediately preceding scheduled work day and the Employee:

- is not hospital confined; or
- is not disabled due to an injury or sickness.

An Employee is considered Actively at Work if he usually performs the regular duties of his job at his home, provided the Employee can perform all the regular duties of his job for a full work day and could do so at the Employer's normal place of business if required to do so, and the Employee:

- is not hospital confined; or
- is not disabled due to an injury or sickness.

Application means the document pertaining to the plan of insurance applied for by the Policyholder. This document is attached to this Policy.

Certificate means a written booklet prepared by Sun Life which includes any Riders, Endorsements or Amendments, containing a summary of:

1. the insurance benefits an Employee is entitled to;
2. to whom the benefits are payable; and
3. any limitations, exclusions or requirements that may apply.

Eligibility Date means the date or dates an Employee in an Eligible Class becomes eligible for insurance under this Policy. Classes eligible for insurance are shown in Section I, Schedule of Benefits.

Employee means a person who is employed by an Employer who participates in the Theatrical and Stage Employees Health and Welfare Trust, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, paid regular earnings and for whom contributions on his behalf are made by a participating Employer.

Employer for the purposes of this Policy means an entity that participates in the Theatrical and Stage Employees Health and Welfare Trust.

Evidence of Insurability means a statement or proof of an Employee's medical history upon which acceptance for insurance will be determined by Sun Life. The Employee must agree to submit to a paramedical examination and/or provide copies of medical records, if requested by Sun Life. Sun Life will pay the cost of any paramedical examination ordered by Sun Life for the purpose of providing Evidence of Insurability.

Grace Period means the 31 days following a premium due date.

Hospital or Institution means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians.

Injury means bodily impairment resulting directly from an accident and independently of all other causes. Any Injury must occur and any disability must begin while the Employee is insured under this Policy.

Non-Contributory Insurance means insurance for which the premium is paid entirely by the Employer.

Section II Definitions

Physician means an individual who is operating within the scope of his license and is either:

1. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. legally qualified as a medical practitioner and required to be recognized, under this Policy for insurance purposes, according to the insurance regulations of the governing jurisdiction.

The Physician cannot be the Employee, his spouse or the parents, brothers, sisters or children of the Employee or his spouse.

Policyholder means the entity to whom the Policy is issued.

Pregnancy means childbirth, miscarriage, abortion or any disease resulting from or aggravated by the pregnancy.

Retirement Plan means a program which provides retirement benefits to Employees and is not funded wholly by Employee contributions. The term will not include a 401(k) plan, a 403(b) plan, a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a nonqualified plan of deferred compensation.

Employer's Retirement Plan will include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. the Employee is eligible for as a result of employment with the Employer.

Sickness means illness, disease or pregnancy. Any disability, because of Sickness, must begin while the Employee is insured under this Policy.

U.S. Headquarters means Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481.

Waiting Period means the length of time immediately before an Employee's Eligibility Date during which he must be employed in an Eligible Class. Any period of time prior to the Policy Effective Date the Employee was Actively at Work for the Employer will count towards completion of the Waiting Period. The Waiting Period is shown in Section I, Schedule of Benefits.

Section II Definitions

The following Definitions are applicable to Life Insurance

Beneficiary means the person (other than the Employer) who is entitled to receive death benefit proceeds as they become due under this Policy. A Beneficiary must be named by the Employee on a form acceptable to Sun Life and executed by the Employee.

Retirement means the first of the following to occur:

1. the effective date of the Employee's retirement benefits under:
 - a. any plan of a federal, state, county, municipal or an association retirement system which the Employee is eligible as a result of his employment with the Employer;
 - b. any Retirement Plan the Employer sponsors; or
 - c. any Retirement Plan to which the Employer:
 - i. makes contributions to; or
 - ii. has made contributions.
2. the effective date of the Employee's retirement benefits under the Social Security Act or any similar plan or act. However, if the Employee meets the definition of Employee and is receiving retirement benefits under the Social Security Act or similar plan or act, the Employee will not be considered retired.

Total Disability or Totally Disabled for purposes of determining eligibility for Waiver of Premium means an Employee, because of Injury or Sickness, is unable to perform the material and substantial duties of any occupation for which he is or becomes reasonably qualified for by education, training or experience.

Section II Definitions

The following Definitions are applicable to Accidental Death and Dismemberment Insurance

Accidental Bodily Injury means bodily harm caused by an accident which is sustained directly and independently of all other causes.

AD&D means Accidental Death and Dismemberment.

Section II Definitions

The following Definitions are applicable to Short Term Disability Income Insurance

Drug and Alcohol Illness means an illness which results from the abuse of alcohol, drugs or derivatives.

Elimination Period means a period of continuous days of Total or Partial Disability for which no STD Benefit is payable. The Elimination Period is shown in Section I, Schedule of Benefits and begins on the first day of Total or Partial Disability.

Gross Weekly Benefit means the Employee's Weekly Benefit before any reduction of Other Income Benefits as described in Section IV, Short Term Disability Income Benefits.

Maximum Weekly Benefit means the largest amount payable weekly to an Employee under this Policy. The Maximum Weekly Benefit is shown in Section I, Schedule of Benefits.

Mental Illness means mental, nervous, psychological, emotional diseases, or behavioral disorders of any type.

Net Weekly Benefit means the amount payable after reducing the Employee's Gross Weekly Benefit by any benefits the Employee receives or is eligible to receive from sources listed as Other Income Benefits shown in Section IV, Short Term Disability Income Benefits.

Partial Disability or Partially Disabled means the Employee, because of Injury or Sickness, is unable to perform all of the material and substantial duties of his own occupation on a full-time basis, but he is:

1. performing at least one of the material and substantial duties of his own occupation or another occupation on a part-time or full-time basis; and
2. earning less than 80% of his Total Weekly Earnings due to the same Injury or Sickness that caused Total or Partial Disability.

Partial Disability employment must be for the Employer as defined under this Policy. Partial Disability employment cannot be for any other employer or self-employment.

The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Partial Disability.

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

STD means Short Term Disability.

Total Disability or Totally Disabled means the Employee, because of Injury or Sickness, is unable to perform all of the material and substantial duties of his own occupation and is not engaged in any occupation for wage or profit.

The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Total Disability.

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

Total Weekly Earnings means the Employee's basic weekly earnings as reported by the Employer immediately prior to the first date Total or Partial Disability begins. Total Weekly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

Section II
Definitions

If an Employee is paid on an hourly basis, Total Weekly Earnings will be based on the Employee's hourly rate of pay, but will not exceed 40 hours per week.

Section III
Eligibility and Effective Dates

A. Eligible Classes

The class(es) eligible for insurance are shown in Section I, Schedule of Benefits.

B. Eligibility Date

An Employee in an Eligible Class will be eligible for insurance on the latest of the following dates:

1. May 1, 2013; or
2. the day after the Employee completes the Waiting Period.

If a former Employee is rehired by the Employer within 3 months of his termination date, all past periods of employment during which the Employee was Actively at Work with the Employer will count towards completion of the Waiting Period. The Employee's Eligibility Date will be the later of the date he is rehired or the day after completion of the Waiting Period.

If a former Employee is rehired by the Employer 3 months or later after his termination date, the Employee's Eligibility Date will be the day after he completes a new Waiting Period.

C. Effective Date of Insurance

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on his Eligibility Date.

Delayed Effective Date of Insurance

The Effective Date of any initial, increased or additional insurance will be delayed for an Employee if he is not Actively at Work. The initial, increased or additional insurance will become effective on the date the Employee returns to an Actively at Work status.

Refusal of Coverage

If an eligible Employee declines his insurance, or terminates his insurance in writing while continuing to be eligible, the Employee will become insured after he applies for insurance and Evidence of Insurability is approved by Sun Life.

Changes in Insurance

Changes in an Employee's amount of insurance will take effect on the first of the month coincident with or next following the date of change.

However, any increase in insurance will be subject to the Delayed Effective Date of Insurance provision.

Section IV
Benefit Provisions

Employee Life Insurance

Death Benefit

If Sun Life receives Notice and Proof of Claim that an Employee dies while insured, then Sun Life will pay the amount of Life Insurance in force on the Employee's date of death.

The amount of Life Insurance is the Employee's amount of insurance as determined in Section I, Schedule of Benefits.

The amount of Life Insurance is subject to any age reductions or terminations shown in Section I, Schedule of Benefits.

If a former Employee had converted his Life Insurance under the Conversion Privilege of this Policy, his amount of Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

Waiver of Premium Provision

Total Disabilities that begin before age 70

If Sun Life receives Notice and Proof of Claim that an Employee becomes Totally Disabled:

- while insured; and
- before his 70th birthday; and
- before his retirement;

the amount of Life Insurance will continue for that Employee:

- from the date of Total Disability without further payment of premiums for Total Disabilities that begin before age 65;
- from the date of Total Disability without further payment of premiums for a period of one year for Total Disabilities that begin on or after age 65.

The Employee must apply for Waiver of Premium no later than 12 months after the Employee ceases to be Actively at Work. Proof of Claim is required no later than 15 months after the Employee ceases to be Actively at Work. Sun Life may require periodic proof of the continuance of Total Disability.

All amounts of life insurance under this Waiver of Premium Provision are subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Employee not been Totally Disabled. This amount will be further reduced by the amount of any individual policy issued to the Employee pursuant to the Conversion Privilege of this Policy unless that individual policy is exchanged for a full refund of premiums paid.

Sun Life has the right to designate a Physician to examine the Employee when and as often as may be reasonably required.

The Waiver of Premium for an Employee ceases on the earliest of:

- the date he ceases to be Totally Disabled.
- the date he fails to furnish any required Proof that he continues to be Totally Disabled.
- the date he fails to submit to any required Examinations.
- any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
- the date he retires.
- the date he attains age 65 or 12 months, whichever is later, for Total Disabilities beginning before age 65.
- the first anniversary of the beginning of Total Disability for Total Disabilities beginning on or after age 65.

Section IV
Benefit Provisions

Employee Life Insurance

An Employee is deemed to be retired when he receives any compensation from a Retirement Plan of the Employer or when the Employee attains age 70, whichever occurs first.

An Employee's rights to continued benefits pursuant to this Waiver of Premium Provision are determined on the date Total Disability begins. These rights are subject to the terms of this Policy and will not be affected by subsequent amendment or termination of this Waiver of Premium Provision.

Conversion Privilege

Benefit

1. If all or part of an Employee's Life Insurance ceases or reduces due to:
 - termination of his employment; or
 - termination of his membership in an Eligible Class; or
 - the Employee's retirement; or
 - the Employee reaching a specified age; or
 - the Employee changing to a different Eligible Class; or
 - termination of the Employee's Waiver of Premium continuation; or
 - the Employee's continuation period ending during layoff or an approved leave of absence;then the Employee may apply for an individual policy on his own life up to the amount that ceased. If the amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of the individual policy must be \$10,000.

2. If the Employee has been continuously insured for five or more years under this Policy's Life Benefit Provision and all or part of the Employee's Life Insurance ceases or reduces due to:
 - reduction of the amount of Life Insurance in an Eligible Class by an amendment to the Life Insurance Benefit Provision; or
 - termination of the Life Insurance Benefit Provision; or
 - termination of this Policy; or
 - termination of an Eligible Class by an amendment to the Life Insurance Benefit Provision;then the Employee may apply for an individual policy on his own life. The maximum amount of the policy will be the lesser of:
 - \$2,000; or
 - the amount that ceased, reduced by the amount of any life insurance the Employee is eligible for under any group policy within 31 days after his Life Insurance ceased.

The Employee will be issued an individual policy without Evidence of Insurability.

Application for the Individual Policy

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Employee is not given notice by the Employer of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Employee shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following the 31 day conversion period.

2. the individual policy may be any plan of permanent life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.

Section IV
Benefit Provisions

Employee Life Insurance

3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Employee belongs on the effective date of the individual policy.
4. the effective date of the individual policy will be the day after the 31 day conversion period.

Death Within 31 Days

If the Employee dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Life Insurance the Employee would have been eligible to convert.

Section IV
Benefit Provisions

Employee Life Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group Life policy the Employer had in force with another insurer immediately prior to May 1, 2013, Sun Life will provide the following coverage.

Employees not Actively at Work on May 1, 2013

An Employee may become insured under this Policy on May 1, 2013, subject to all of the following conditions:

1. he was insured under the prior insurer's group Life policy immediately prior to May 1, 2013; and
2. he is not Actively at Work on May 1, 2013; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group Life policy.

Any Life benefit payable will be the lesser of:

- the Life benefit payable under this Policy; or
- the Life benefit payable under the prior insurer's group Life policy had it remained in force.

All other provisions of Sun Life's Policy will apply.

**Section IV
Benefit Provisions**

Employee Accidental Death and Dismemberment Insurance

If Sun Life receives Notice and Proof of Claim that an Employee:

- dies from accidental drowning while insured; or
- sustains an Accidental Bodily Injury while insured, which results in loss of life, sight or limb within 365 days of the date of that injury; or
- sustains a loss of life, sight or limb within 365 days due to an accidental exposure to the elements while insured;

Sun Life will pay, subject to the Exclusions, the following percentage of Accidental Death and Dismemberment Insurance shown in Section I, Schedule of Benefits that was in force on the date of the Accidental Bodily Injury for the following losses:

Life.....	100%
Sight of one eye.....	50%
One limb.....	50%
Speech and hearing.....	100%
Speech or hearing.....	50%
Thumb and index finger of the same hand	25%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%

The maximum amount of Accidental Death and Dismemberment Benefit payable for losses resulting from any one accident is 100%.

Loss of limb means severance of hand or foot at or above the wrist or ankle joint. Loss of sight, speech or hearing must be total and irrecoverable. Loss of thumb and index finger means severance through or above the metacarpophalangeal joints.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs. Paraplegia means the total and permanent paralysis of both lower limbs. Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Business Travel Benefit

Sun Life will pay an additional Business Travel Benefit if an Employee's loss of life occurs while traveling on business for the Employer.

The Business Travel Benefit is the lesser of:

- \$25,000; or
- 25% of the amount of Accidental Death Benefit payable.

Business Travel means traveling to another location to conduct the Employer's business other than the Employee's normal workplace. Business Travel starts from the time the Employee leaves his place of residence to commence the Employer's

Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

business until the Employee returns to his place of residence. Business Travel does not include personal deviations; nor Employee vacations.

Personal Deviation means an activity that is not reasonably related to the Employer's business and not incidental to the business trip.

An Employee's place of residence will change to the location of the Business Travel if an Employee's stay at that location exceeds 60 days.

Seat Belt/Air Bag Benefit

Sun Life will pay an additional Seat Belt/Air Bag Benefit if an Employee dies as a result of an automobile accident and an Accidental Death Benefit is payable under this Policy.

Seat Belt Benefit

The Seat Belt Benefit is payable if the Employee was wearing a seat belt at the time of the accident.

The Seat Belt Benefit is 25% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

Sun Life must receive satisfactory written proof that the Employee's death resulted from an automobile accident and that the Employee was wearing a seat belt at the time of the accident. A copy of the police report is required.

Air Bag Benefit

The Air Bag Benefit is payable if a Seat Belt Benefit is payable and the Employee was positioned in a seat protected by a Supplemental Restraint System which inflated on impact.

The Air Bag Benefit is 10% of the amount of Accidental Death Benefit payable or \$5,000, whichever is less.

Sun Life must receive satisfactory written proof that the Employee's death resulted from an automobile accident and that the Supplemental Restraint System properly inflated. A copy of the police report is required.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

Supplemental Restraint System means a factory installed air bag which inflates for added protection to the head and chest areas.

Automobile means a motor vehicle licensed for use on public highways.

Helmet Benefit

Sun Life will pay an additional Helmet Benefit if an Employee dies as a result of a Motorcycle accident and an Accidental Death Benefit is payable under this Policy.

The Helmet Benefit is payable if the Employee was wearing a Helmet at the time of the accident and the driver of the Motorcycle held a valid drivers license with a Motorcycle endorsement.

The Helmet Benefit is 50% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

Sun Life must receive satisfactory written proof that the Employee's death resulted from a Motorcycle accident and that the Employee was wearing a Helmet at the time of the accident. A copy of the police report is required.

Helmet means a protective head covering made of a hard material to resist impact and which is approved by the American National Safety Institute (ANSI) and/or Snell.

Motorcycle means a motor vehicle licensed for use on public highways which requires a Motorcycle endorsement on a drivers license to operate the vehicle.

Disappearance

Sun Life will presume, subject to no objective evidence to the contrary, that an Employee is dead and has died as a result of an Accidental Bodily Injury if:

1. an Employee disappears as a result of an accidental wrecking, sinking or disappearance of a conveyance in which the Employee was known to be a passenger; and
2. the body of the Employee is not found within 365 days after the date of the conveyance's disappearance.

Bereavement Counseling Benefit

If an Accidental Death Benefit is payable, Sun Life will pay a Bereavement Counseling Benefit during an Employee's Immediate Family Member's period of bereavement for up to 12 months after an Employee's death.

The Bereavement Counseling Benefit equals the Immediate Family Member's incurred expenses reduced by any reimbursement the Immediate Family Member receives from other sources.

The Maximum Bereavement Counseling Benefit payable is \$250 per Immediate Family Member, to a maximum of \$1,000 per Employee's death.

Immediate Family Member means an Employee, an Employee's spouse or an Employee's child under age 19 or age 23 if a full-time student.

Written Proof of the actual out of pocket counseling expenses incurred must be submitted to Sun Life prior to payment.

Dependent Education Benefit

If an Employee Accidental Death Benefit is payable under this Policy, an Employee's Dependent may be eligible for a Dependent Education Benefit.

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a full-time student at a post-secondary school before reaching age 23 and within 1 year after the Employee's date of death.

The annual Dependent Child's Education Benefit is the lesser of:

- Incurred Expenses; or
- \$2,500; or
- 5% of the Employee's amount of Accidental Death Benefit payable.

The Dependent Child Education Benefit is payable at the end of each semester per dependent child, for a maximum of four consecutive years per child. Proof of the child's enrollment and Incurred Expenses are required each semester prior to payment of the benefit.

Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

Incurred Expenses include tuition, fees, cost of books, room and board, transportation and any other costs paid directly to the school.

A Dependent Spouse is eligible for an Education Benefit if the Dependent Spouse enrolls in any school for the purpose of retraining or developing skills needed for employment within 1 year after the Employee's date of death.

The Dependent Spouse's Education Benefit is equal to the expenses paid directly to such school or \$3,000 whichever is less. Proof of enrollment and expenses are required prior to payment of the benefit.

Exclusions

No Accidental Death or Accidental Dismemberment payment will be made for a loss which is due to or results from:

- suicide while sane or insane.
- intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or infection unless due to an accidental cut or wound.
- committing or attempting to commit an assault, felony or other criminal act.
- active participation in a war (declared or undeclared) or active duty in any armed service during a time of war.
- active participation in a riot, rebellion, or insurrection.
- injury sustained from any aviation activities, other than riding as a fare-paying passenger.
- the Employee's voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered on the advice of a Physician.
- the Employee's operation of any motorized vehicle while intoxicated. Intoxicated means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred. For the purposes of this Exclusion, "Motorized Vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.

Section IV
Benefit Provisions

Employee Accidental Death and Dismemberment Insurance

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group AD&D policy the Employer had in force with another insurer immediately prior to May 1, 2013, Sun Life will provide the following coverage.

Employees not Actively at Work on May 1, 2013

An Employee may become insured under this Policy on May 1, 2013, subject to all of the following conditions:

1. he was insured under the prior insurer's group AD&D policy immediately prior to May 1, 2013; and
2. he is not Actively at Work on May 1, 2013; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group AD&D policy.

Any AD&D benefit payable will be the lesser of:

- the AD&D benefit payable under this Policy; or
- the AD&D benefit payable under the prior insurer's group AD&D policy had it remained in force.

All other provisions of Sun Life's Policy will apply.

Section IV
Benefit Provisions

Short Term Disability Income Benefits

If Sun Life receives Notice and Proof of Claim that an Employee is Totally or Partially Disabled, a Net Weekly Benefit will be payable, subject to the Limitations and Exclusions.

To be eligible to receive a Net Weekly Benefit, the Employee must:

1. satisfy the Elimination Period with the required days of Total or Partial Disability; and
2. provide proof of continued Total or Partial Disability; and
3. have regular and continuing care by a Physician for the disabling condition; and
4. not be engaged in any occupation or employment for wage or profit other than Partial Disability employment with the Employer.

Proof of Total or Partial Disability must be given to Sun Life upon request and at the Employee's expense.

A Net Weekly Benefit will:

1. be payable at the end of each week for that week;
2. include reductions described as Other Income Benefits;
3. be paid on a pro-rata basis. An amount equal to 1/7 of the Net Weekly Benefit is payable for each day of Total or Partial Disability that is less than a full week.

Total Disability Benefit

If an Employee is Totally Disabled, the Net Weekly Benefit will be calculated based on the Total Disability Benefit formula. An Employee qualifies for this benefit if, after completion of the Elimination Period, the Employee, because of Injury or Sickness, is unable to perform all of the material and substantial duties of his own occupation and is not engaged in any occupation for wage or profit.

To determine the Total Disability Benefit:

1. Take the lesser of:
 - a. the Employee's Total Weekly Earnings multiplied by the Benefit Percentage (shown in Section I, Schedule of Benefits); or
 - b. the Maximum Weekly Benefit (shown in Section I, Schedule of Benefits); then
2. Subtract Other Income Benefits from the amount determined in Step 1.

Partial Disability Benefit

If an Employee is Partially Disabled, the Net Weekly Benefit will be calculated based on the Partial Disability Benefit formula. An Employee qualifies for this benefit if, after completion of the Elimination Period, the Employee, because of Injury or Sickness, is unable to perform all of the material and substantial duties of his own occupation on a full-time basis, but he is:

1. performing at least one of the material and substantial duties of his own occupation or another occupation on a part-time or full-time basis; and
2. earning less than 80% of his Total Weekly Earnings due to the same Injury or Sickness that caused Total or Partial Disability.

Section IV
Benefit Provisions

Short Term Disability Income Benefits

Partial Disability employment must be for the Employer defined under this Policy. Partial Disability employment cannot be for any other employer or self-employment.

If an Employee returns to work, in his own occupation or another occupation, and is earning more than 20% of his Total Weekly Earnings, a Partial Disability Benefit will be paid.

To determine the Partial Disability Benefit:

1. add the Employee's earnings from employment and income received from Other Income Benefits to the Total Disability Benefit.
2. if this sum is in excess of 100% of the Employee's Total Weekly Earnings, subtract the amount in excess of 100% from the Total Disability Benefit. This result is the Partial Disability Benefit; or

if the sum is less than 100% of the Employee's Total Weekly Earnings, the Partial Disability Benefit is the Total Disability Benefit.

If the Employee is earning 20% or less of his Total Weekly Earnings, a Total Disability Benefit will be paid.

Other Income Benefits

Other Income Benefits are those benefits provided or available to an Employee while a Short Term Disability Benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided as a result of the same Total or Partial Disability payable under this Policy. Other Income Benefits include:

1. The amount the Employee is eligible for under:
 - a. Unemployment Compensation Law; or
 - b. Compulsory Benefit Act or Law; or
 - c. any other act or law of like intent.
2. Any labor management trustee, union or employee benefit plans that are funded in whole or in part by the Employer.
3. Any disability income benefits the Employee is eligible for under:
 - a. any other group insurance plan of the Employer;
 - b. any governmental retirement system as a result of the Employee's job with his Employer.
4. The amount the Employee receives from any accumulated sick leave.
5. Any formal salary continuation paid to the Employee by his Employer which causes the Net Weekly Benefit, plus Other Income Benefits and any salary continuation to exceed 100% of the Employee's Total Weekly Earnings. The amount in excess of 100% of the Employee's Total Weekly Earnings will be used as a reduction.

Other Income Benefits will include any amount described above which would have been available to the Employee had he applied for that benefit.

Lump Sum Payment

If an Employee receives a lump sum payment for any Other Income Benefits, Sun Life will prorate the lump sum on a weekly basis over the time period specified for the lump sum payment. If no time period is stated, the lump sum payment will be prorated on a weekly basis over the Employee's expected lifetime as determined by Sun Life.

Section IV
Benefit Provisions

Short Term Disability Income Benefits

Estimated Other Income

If, at the time of calculating any STD benefit payments, the benefit an Employee is entitled to apply for and receive under any Other Income Benefits has not been awarded or denied or if they have been denied and are being appealed, Sun Life will estimate the amount of that Other Income Benefit. The estimate will be used to reduce the amount of the STD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if, within 15 days of becoming Totally or Partially Disabled, the Employee meets both of the following conditions:

1. the Employee has applied for the Other Income Benefits; and
2. the Employee completes and signs a Reimbursement Agreement. This Agreement states that the Employee promises to reimburse Sun Life any overpayment caused by an award of Other Income Benefits.

Adjustment of Benefits

The Employee must notify Sun Life of the amount of Other Income Benefits when it is approved or adjusted (other than cost of living increases). Sun Life will make an adjustment to the Net Weekly Benefit payment when Sun Life receives written notice of the amount of the Other Income Benefit. Written Notice must be sent within 31 days after receipt of the Other Income Benefit award.

If after Sun Life makes an adjustment to the Net Weekly Benefit the Employee has been underpaid, Sun Life will make a lump sum refund of the amount that has been underpaid to the Employee.

If after Sun Life makes an adjustment to the Net Weekly Benefit the Employee has been overpaid, the Employee must reimburse Sun Life the amount of the overpayment within 31 days of the award. Sun Life has the option to reduce or eliminate future STD benefit payments instead of requiring reimbursement in a lump sum.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, Sun Life will not reduce the STD benefit payments due to cost of living increases an Employee receives from any of the sources described as Other Income Benefits. This increase does not apply to any increase in earnings the Employee receives from employment.

Termination of Short Term Disability Benefits

Total or Partial Disability Benefits will cease on the earliest of:

1. the date the Employee is no longer Totally or Partially Disabled.
2. the date the Employee dies.
3. the end of the Maximum Benefit Period.
4. the date the Employee fails to provide adequate employment earnings information or proof of continuing Total or Partial Disability as requested.
5. the date the Employee's Partial Disability employment earnings exceed 80% of his Total Weekly Earnings.
6. the date Sun Life determines the Employee is able to perform all of the material and substantial duties of his own occupation, even if the Employee chooses not to work.

Successive Periods

Successive periods of Total or Partial Disability after a Net Weekly Benefit was payable will be considered a single period if the Employee, in the time between the successive periods, was Actively at Work for less than:

1. two consecutive weeks, if due to the same or related causes;
2. one day, if due to an entirely unrelated cause.

Section IV
Benefit Provisions

Short Term Disability Income Benefits

The Employee will not have to complete a new Elimination Period. The STD benefit will continue to be calculated based on the Employee's Total Weekly Earnings in effect at the time the initial period of Total or Partial Disability began. The STD benefit will be payable, in total, for no longer than the Maximum Benefit Period at the time of the initial period of Total or Partial Disability.

This successive periods provision will cease to apply on the earliest of the following dates:

1. the date the Employee becomes eligible for benefits under any other group STD policy; or
2. the date this Policy is terminated.

Limitations

No STD benefit will be payable for any Total or Partial Disability during any of the following periods:

1. any period the Employee is not under the regular and continuing care of a Physician for the disabling condition.
2. any period the Employee fails to submit to any medical examination requested by Sun Life.
3. any period the Employee engages in any occupation or employment for wage or profit other than Partial Disability employment for the Employer.
4. any period of Total or Partial Disability due to Mental Illness, unless the Employee is under the continuing care of a specialist in psychiatric care.
5. any period of Total or Partial Disability due to Drug and Alcohol Illness, unless the Employee is actively supervised by a Physician or Rehabilitation Counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by Sun Life.

Exclusions

No STD benefit will be payable for any Total or Partial Disability that is due to:

1. intentionally self-inflicted injury.
2. war, declared or undeclared, or any act of war.
3. active participation in a riot, rebellion or insurrection.
4. committing or attempting to commit an assault, felony or other criminal act.
5. Injury or Sickness for which the Employee is entitled to benefits under any Workers' Compensation, Occupational Disease or similar law.
6. Injury or Sickness sustained while doing any act or thing pertaining to any occupation for wage or profit.

Section IV
Benefit Provisions

Short Term Disability Income Benefits

Continuity of Coverage

In order to prevent loss of coverage for an Employee when this Policy replaces a group STD policy the Employer had in force with another insurer immediately prior to May 1, 2013, Sun Life will provide the following coverage.

Employees not Actively at Work on May 1, 2013

An Employee may become insured under this Policy on May 1, 2013, subject to all of the following conditions:

1. he was insured under the prior insurer's group STD policy immediately prior to May 1, 2013; and
2. he is not Actively at Work on May 1, 2013; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is not receiving or eligible to receive benefits under the prior insurer's group STD policy.

If an Employee becomes Totally or Partially Disabled on or after May 1, 2013, any STD benefit payable will be based on the prior insurer's definition of disability and will not exceed the prior insurer's maximum weekly benefit. All other provisions of Sun Life's Policy will apply.

Section V
Termination Provisions

Termination of Employee's Insurance

An Employee will cease to be insured on the earliest of the following dates:

1. the date this Policy terminates.
2. the date the Employee is no longer in an Eligible Class.
3. the date the Employee's Class is no longer included for insurance.
4. the last day for which any required premium has been paid.
5. the date the Employee retires.
6. the date employment terminates or the date an Employer ceases to make contributions on the Employee's behalf to the Theatrical and Stage Employees Health and Welfare Trust. Ceasing to be Actively at Work will be deemed termination of employment, except:
 - a. insurance will be continued for an Employee absent due to a disability during:
 - i. the Elimination Period; and
 - ii. any period the premium is being waived under this Policy.
 - b. the Policyholder may continue the insurance by paying the required premiums, subject to the following:
 - i. insurance may be continued for up to 1 month after the Employee has been temporarily laid off.
 - ii. insurance may be continued for up to 1 month after the Employee has been given an approved leave of absence.
 - iii. insurance may be continued for up to 4 months by the Employee on a self-pay basis.
 - iv. insurance may be continued for up to 3 months of the Employee's paid vacation.
 - v. For Life and Accidental Death and Dismemberment Insurance - insurance may be continued for up to 12 months after an Employee is absent from work due to Injury or Sickness.

The Policyholder in all of the above situations must act so as not to discriminate unfairly among Employees in similar situations.

7. the date the Employee requests, in writing, to have his insurance terminated.
8. the date the Employee ceases to be Actively at Work due to a labor dispute, including any strike, work slowdown, or lockout.
9. the date the Employee enters active duty in any armed service during a time of war (declared or undeclared).

While this Policy is in force, the Policyholder may continue an Employee's coverage pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any).

While this Policy is in force, the Policyholder may continue an Employee's coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Continuation of Insurance During Labor Dispute

If an Employee's insurance under this Policy would normally terminate because of a labor dispute, then an Employee's insurance may be continued subject to the following conditions.

1. The Employer must have paid all or part of the insurance premium under this Policy.
2. For his amount of insurance, each Employee must remit the premium to the Employer before each Premium Due Date. For all Employees whose insurance is being continued, the Employer will submit the total premium to Sun Life on each Premium Due Date. This premium is based on the current premium rate in force when the labor dispute commenced. Sun Life has the right to change this premium as stated in Section VIII, Premiums.
3. The Employer must keep records for the collection of premium and furnish Sun Life any data requested of those Employee's whose insurance continues in force.

This continuation of insurance will terminate on the earliest of the following dates:

- the date the Employee fails to make any premium payment to the Employer to continue his insurance;

Section V
Termination Provisions

- the date the Employer fails to make any premium payment to Sun Life;
- the date the Employee begins work for the Employer or any other employer;
- the date the labor dispute ends;
- the date 6 months following the commencement of the labor dispute;
- the date the Employer does not furnish any data requested by Sun Life.

Section V
Termination Provisions

Termination of Policy

This Policy will terminate for any of the following reasons:

1. If the Policyholder fails to pay any premium within the Grace Period, this Policy will terminate on the last day of the Grace Period.
2. The Policyholder may terminate this Policy by advance written notice delivered to Sun Life at least 31 days prior to the termination date. This Policy will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period this Policy is in force.
3. Sun Life may terminate this Policy on any premium due date by giving written notice to the Policyholder at least 45 days in advance if:
 - a. the number of insured Employees is less than 10; or
 - b. less than 100% of the Employees eligible are insured; or
 - c. the Policyholder fails to:
 - i. furnish promptly any information Sun Life may reasonably require; or
 - ii. perform any other obligations pertaining to this Policy.
4. Sun Life may terminate this Policy on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

Termination of this Policy may take effect on an earlier date when both the Policyholder and Sun Life agree.

Section V
Termination Provisions

Termination of Benefit Provision

A Benefit Provision will terminate for any of the following reasons:

1. The Policyholder may terminate a Benefit Provision by advance written notice delivered to Sun Life at least 31 days prior to the termination date. The Benefit Provision will not terminate during any period for which premium has been paid. The Policyholder will be liable to Sun Life for all premiums due and unpaid for the full period that Benefit Provision is in force.
2. Sun Life may terminate a Benefit Provision on any premium due date by giving written notice to the Policyholder at least 45 days in advance if:
 - a. the number of insured Employees for that Benefit is less than 10; or
 - b. less than 100% of the Employees eligible are insured; or
 - c. the Policyholder fails to furnish promptly any information which Sun Life may reasonably require.
3. Sun Life may terminate any Benefit Provision on any Policy Anniversary by giving written notice to the Policyholder at least 60 days in advance.

Termination of a Benefit Provision may take effect on an earlier date when both the Policyholder and Sun Life agree.

Section VI
General Policy Provisions

A. Statements

All statements made in any Application are considered representations and not warranties. No representation by:

1. the Policyholder in applying for this Policy will render it void unless the representation is contained in the Application; or
2. any Employee in applying for insurance under this Policy will be used to reduce or deny a claim unless a copy of the Employee's written application for insurance is or has been given to the Employee or the Employee's beneficiary, if any.

B. Entire Contract - Policy Changes

1. This Policy is the entire contract. It consists of:
 - a. all of the pages of the Policy;
 - b. the attached Application of the Policyholder;
 - c. each Employee's written application for insurance (Employee retains his own copy).
2. This Policy may be changed in whole or in part. Only an executive officer of Sun Life may approve a change. The approval must be in writing and endorsed on or attached to this Policy.
3. Any other person, including an agent, may not change this Policy or waive any part of it.

C. Employee's Certificate

Sun Life will provide a Certificate to the Policyholder for delivery to each Employee. The Certificate is intended to provide a brief explanation of the Policy benefits, but it does not form a part of this Policy. If the terms of a Certificate and this Policy differ, this Policy will govern.

D. Furnishing of Information - Access To Records

1. The Employer will furnish at regular intervals to Sun Life:
 - a. information relative to individuals:
 - i. who qualify to become insured;
 - ii. whose amounts of insurance change; and/or
 - iii. whose insurance terminates.
 - b. any other information about this Policy that may be reasonably required.

The records which, in the opinion of Sun Life, are material to the insurance, will be opened for inspection by Sun Life at any reasonable time.

2. Clerical error or omission will not:
 - a. deprive an individual of insurance;
 - b. affect an individual's amount of insurance; or
 - c. effect or continue an individual's insurance which otherwise would not be in force.

The Policyholder's or Employer's failure to report notice or proof of claim in a timely manner shall not constitute clerical error.

E. Misstatement of Facts

Section VI
General Policy Provisions

If relevant facts about any individual were not accurate:

1. an equitable adjustment of premium will be made; and
2. the true facts will be used to determine if and in what amount insurance is valid under this Policy.

If the amount of the benefit is dependent upon an individual's age, (as shown in Section I, Schedule of Benefits), the benefit will be the amount an individual would have been entitled to if his correct age was known.

If an adjustment results in a refund of premium, the refund will not exceed a period of more than 12 months.

F. Examination and Autopsy

Sun Life, at its own expense, has the right to have any person, whose Injury or Sickness is the basis of a claim:

1. examined by a Physician, other health professional or vocational expert of its choice; and/or
2. interviewed by an authorized Sun Life representative.

This right may be used as often as reasonably required.

Sun Life has the right, in the case of death, to request an autopsy where not prohibited by law.

G. Legal Proceedings

No legal action may start:

1. until 60 days after Proof of Claim has been given; nor
2. more than 3 years after the time Proof of Claim is required.

H. Workers' Compensation

This Policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

I. Agency

For all purposes of this Policy, the Policyholder or third party administrator acts on its own behalf or as an agent of the Employee. Under no circumstances will the Policyholder or third party administrator be deemed an agent of Sun Life.

J. Incontestability

Policyholder

The validity of this Policy shall not be contested, except for non-payment of premium, after it has been in force for two years from the Policy Effective Date.

Individual

No statement made by an individual, relating to his insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during the individual's lifetime.

This statement must be contained in a form signed by that individual.

**Section VII
Claim Provisions**

A. Notice and Proof of Claim

Sun Life must receive Notice and Proof of Claim prior to any payment under this Policy.

1. Notice of Claim

for Death Claim - written notice of claim must be given to Sun Life no later than 30 days after date of death.

for Life Waiver of Premium - written notice of claim must be given to Sun Life no later than 12 months after the Employee ceases to be Actively at Work.

for Accidental Dismemberment - written notice of claim must be given to Sun Life no later than 12 months after the Employee's date of loss.

for Short Term Disability - written notice of claim must be given to Sun Life no later than 30 days after the Employee ceases to be Actively at Work.

for all other claims - written notice of claim must be given to Sun Life no later than 12 months after the Employee's date of loss or within 12 months after the date the expense is incurred.

If notice cannot be given within the applicable time period, Sun Life must be notified as soon as it is reasonably possible.

When Sun Life has received written notice of claim, Sun Life will send the forms for proof of claim. If the forms are not received within 15 days after written notice of claim is sent, proof of claim may be sent to Sun Life without waiting for the form.

2. Proof of Claim

for Death Claim - proof of claim must be given to Sun Life no later than 90 days after date of death.

for Life Waiver of Premium - proof of claim must be given to Sun Life no later than 15 months after the Employee ceases to be Actively at Work.

for Accidental Dismemberment - proof of claim must be given to Sun Life no later than 15 months after the Employee's date of loss.

for Short Term Disability - proof of claim must be given to Sun Life no later than 90 days after the end of the Elimination Period.

for all other claims - proof of claim must be given to Sun Life no later than 15 months after the Employee's date of loss or within 15 months from the date the expense is incurred.

If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required unless the individual is legally incompetent.

Proof of Claim must consist of:

- a description of the loss or disability;
- the date the loss, disability or expense occurred; and
- the cause of the loss, disability or expense.

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, x-rays, narrative reports, or other diagnostic testing materials as required.

Section VII Claim Provisions

Proof of Claim for disability must include evidence demonstrating the disability including, but not limited to, hospital records, Physician records, Psychiatric records, x-rays, narrative reports, or other diagnostic testing materials as appropriate for the disabling condition.

Proof must be satisfactory to Sun Life.

Sun Life may require as part of the Proof authorizations to obtain medical and non-medical information.

Proof of the Employee's continued disability and regular and continuous care by a Physician must be given to Sun Life within 30 days of the request for proof.

B. Notice of Decision on Claim

A written notice of decision on a claim will be sent within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If a decision cannot be made within 45 days after Sun Life receives the claim, Sun Life will request extensions of time as permitted under U.S. Department of Labor regulations. Any request for extension of time will specifically explain:

1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. the additional information needed to resolve those issues.

If a period of time is extended because the claimant failed to provide necessary information, the period for making the benefit determination is tolled from the date Sun Life sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information. The claimant will have at least 45 days to provide the specified information.

C. Review Procedure

If all or any part of a claim is denied, the claimant may request in writing a review of the denial within 180 days after receiving notice of denial.

The claimant may submit written comments, documents, records or other information relating to the claim for benefits, and may request free of charge copies of all documents, records and other information relevant to the claimant's claim for benefits.

Sun Life will review the claim on receipt of the written request for review, and will notify the claimant of Sun Life's decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, Sun Life will notify the claimant in writing of the special circumstances requiring the extension and the date by which Sun Life expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

If a period of time is extended because the claimant failed to provide necessary information, the period for making the decision on review is tolled from the date Sun Life sends notice of the extension to the claimant until the date on which the claimant responds to the request for additional information.

D. Time of Payment of Claims

When Sun Life receives satisfactory Proof of Claim, benefits payable under this Policy will be paid for any period for which Sun Life is liable.

E. Payment of Claims

Section VII Claim Provisions

Benefits payable upon the death of the Employee are payable to the Beneficiary living at the time (other than the Employer). Unless otherwise specified, if more than one Beneficiary survives the Employee, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of the Employee's death, payment will be made to the Employee's estate.

Accidental Death and Dismemberment benefits are payable as shown above unless otherwise specified in the Accidental Death and Dismemberment Benefit Section.

All other benefits payable during the lifetime of the Employee are payable to the Employee.

If a benefit is payable to the Employee's estate, an Employee who is a minor, or an Employee who is not competent, Sun Life has the right to pay up to \$5,000 to any of the Employee's relatives whom Sun Life considers entitled. If Sun Life pays benefits in good faith to a relative, Sun Life will not have to pay those benefits again.

If a Beneficiary is a minor or is not competent, Sun Life has the right to pay up to \$1,000 to the person or institution that appears to have assumed custody and main support, until the appointed legal representative makes a formal claim. If Sun Life pays benefits in good faith to a person or institution, Sun Life will not have to pay those benefits again.

F. Amendment or Termination of Benefit Provision

An Employee's rights to any disability benefits are determined on the date the Employee's disability begins. The right is subject to the terms of this Policy in effect on the date disability begins and will not be affected by subsequent amendment or termination of this Policy.

G. Change of Beneficiary

If this Policy replaces existing coverage under the Employer's group life insurance plan, Employees' nominations of Beneficiaries under the plan will remain in force unless changed by the Employee. All nominations of Beneficiaries are revocable unless otherwise stated by the Employee. Any request for change of Beneficiary must be in a written form and will take effect as of the date the Employee signs and files the change with the Employer. If Sun Life has taken any action or made payment prior to receiving notice of that change, the change of Beneficiary will not affect any action or payment made by Sun Life. The consent of the Beneficiary is not required to change any Beneficiary unless the Beneficiary designation has been irrevocable.

H. Assignments

The Employee is permitted to assign all his rights under this Policy. Any assignment must be in a written form and will take effect as of the date the Employee signs and files the assignment with the Employer. Sun Life will honor an Employee's prior assignment of rights and benefits under the Employer's plan, whether or not this Policy is specified in the Assignment. If Sun Life has taken any action or made payment prior to receiving notice of that change, the assignment will not affect any action or payment made by Sun Life. Sun Life will not be responsible for the legal, tax or other effects of any assignment.

I. Methods of Payment

The Death Benefit may be payable by a method other than a lump sum. The available methods of payment will be based on the benefit options offered by Sun Life at the time of election.

Section VIII Premiums

A. Premium Rates

Sun Life determines its initial or any subsequent monthly premium rate on the basis of the coverage being provided. After the initial monthly premium rate has been in effect until April 30, 2014 for Short Term Disability Income Insurance and until April 30, 2016 for Employee Life Insurance and Employee Accidental Death and Dismemberment Insurance, Sun Life has the right to recalculate any premium rate. However, Sun Life has the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

1. the terms of this Policy are changed, including but not limited to the Schedule of Benefits; or
2. a new Division, Subsidiary or Affiliated Company of the Policyholder is added to or deleted from this Policy; or
3. the number of Employees insured changes by 25% or more from the number of Employees insured on the Policy Effective Date or the immediately preceding Policy Anniversary Date; or
4. one or more class(es) are added to or deleted from this Policy.

No premium rate may be increased unless Sun Life notifies the Policyholder at least 31 days in advance of the increase. Premium rate increases may take effect on an earlier date when both Sun Life and the Policyholder agree.

B. Payment of Premiums

1. All premiums due under this Policy, including adjustments, if any, are payable by the Policyholder on or before the respective due dates at Sun Life's U.S. Headquarters or at another location designated by Sun Life. The due dates are specified on the first page of this Policy.
2. The premiums due under this Policy on each premium due date are based upon the premium rates in effect for the benefit provided. The premium due is the sum of the monthly premiums for all insured Employees for all benefits.
3. Premiums payable to Sun Life will be paid in United States dollars on the premium due date.
4. The premium for additional or increased insurance becoming effective during a Policy month will be charged from the next premium due date.
5. The premium for insurance terminated during a Policy month will cease at the end of the Policy month in which such insurance terminates.
6. Except for fraud, premium adjustments, refunds or charges will be made for only:
 - a. the current Policy Year; and
 - b. the prior Policy Year.

C. Grace Period

The Grace Period is 31 days following a premium due date. During the Grace Period the Policy shall continue in force, unless the Policyholder has given Sun Life written notice to discontinue this Policy. In any event, premiums are payable for any period of time the Policy remains in force.

SUN LIFE ASSURANCE COMPANY OF CANADA

PORTABILITY RIDER

Effective May 1, 2013, the following provision is added to Group Policy No. 228615-001 Life Insurance Benefit Provision

Portability Privilege

Benefit

If, prior to age 70, the Employee's Life Insurance ceases due to termination of his employment, the Employee may apply for portable coverage on his own life up to the amount of Life Insurance that ceased, to a maximum of \$500,000. An Employee is not eligible to port if:

- he is age 70 or older; or
- he retires; or
- he has an injury or sickness that would have a material effect on his life expectancy or would prevent the Employee from performing his own occupation on a full-time basis; or
- his employment hours with the Employer have been reduced; or
- he remains in employment with the Employer, other than a full-time basis; or
- his insurance is being continued under the Waiver of Premium provision.

If the Employee elects to port any amount of his Life Insurance, he may also apply to port any AD&D Insurance that ceased due to his termination of employment.

An Employee whose coverage has been continued on Waiver of Premium under this Policy is not eligible to apply for portable coverage.

An Employee who elects to convert his coverage to an individual policy under the Conversion Privilege is not eligible to apply for portable coverage.

Application for Portable Coverage

1. Written application must be made to Sun Life within 31 days following the date the Life Insurance ceases.
2. Portable coverage will be effective on the date that Sun Life approves the Employee's Application for portable coverage.
3. Portable coverage will be provided under a group term life policy providing death and accidental death and dismemberment benefits only, without waiver of premium or Accelerated Death benefits.
4. The premium will be the current rate Sun Life charges for the standard class of risk and age the insured belongs to under the Portable Group Life Policy.
5. If the application for Portable Coverage is declined by Sun Life, the Employee will be given 31 days, commencing on the date the application is declined, to convert to an individual policy under the Conversion Privilege.

Termination of Portable Coverage

Portable coverage will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid by the Employee; or
- the date the Employee attains age 70; or
- the date the portable group insurance policy terminates.

When Portable Coverage terminates, the Employee will have the right to convert the amount of coverage to an individual policy.

SUN LIFE ASSURANCE COMPANY OF CANADA

A handwritten signature in black ink, appearing to read "Dean A. Connor", with a period at the end.

Dean A. Connor
President and Chief Executive Officer